

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	Chapter 11
	§	
Grizzly Operating, LLC, <i>et al.</i> ,	§	Case No. 17-30560
	§	
Reorganized Debtors.	§	Jointly Administered
	§	
<hr/>		
	§	
Grizzly Operating, LLC f/k/a	§	
Vanguard Operating, LLC,	§	
Plaintiff,	§	
	§	
vs.	§	
	§	
Sublette Co. Treasurer, Wyoming	§	Adv. No. 18-03244
Natrona Co. Treasurer, Wyoming	§	Adv. No. 18-03245
Johnson Co. Treasurer, Wyoming	§	Adv. No. 18-03247
Carbon Co. Treasurer, Wyoming	§	Adv. No. 18-03248
Park Co. Treasurer, Wyoming	§	Adv. No. 18-03249
Sweetwater Co. Treasurer, Wyoming	§	Adv. No. 18-03250
Board of Commissioners of Campbell Co.,	§	Adv. No. 18-03246
Wyoming	§	
Defendants.	§	

**STIPULATION REGARDING SCHEDULING ORDER BETWEEN GRIZZLY
OPERATING, LLC AND WYOMING COUNTIES**

This Stipulation (the “*Stipulation*”) is entered into by and between Plaintiff Grizzly Operating, LLC f/k/a Vanguard Operating, LLC (the “*Plaintiff*”) and defendants Sublette County Treasurer, Wyoming; Natrona County Treasurer, Wyoming; Board of Commissioners of Campbell County, Wyoming; Johnson County Treasurer, Wyoming; Carbon County Treasurer, Wyoming; Park County Treasurer, Wyoming; and Sweetwater County Treasurer, Wyoming (collectively the “*Defendants*” and, with the Plaintiff, the “*Parties*”).

RECITALS

WHEREAS, on August 25, 2018, the Plaintiff commenced the above-captioned adversary proceedings (the “*Adversaries*”) by filing complaints against each of the Defendants seeking to avoid payments it made to the Defendants in the calendar year 2017 on account of ad valorem taxes;

WHEREAS, the Parties met and conferred and agreed to make a good faith attempt towards negotiating a resolution of their disputes by submitting them to non-binding mediation;

STIPULATION

NOW, THEREFORE, after good-faith, arms-length negotiations, in considerations of the foregoing, it is hereby stipulated and agreed that:

1. Former United States Bankruptcy Judge for the District of Delaware Kevin Gross (the “*Mediator*”) shall mediate the claims at issue in the Adversaries (the “*Mediation*”) on July 22, 2021.
2. The Mediation shall not delay or stay discovery, pretrial hearing dates, or trial schedules in any of the Adversaries.
3. The Parties are prohibited from divulging outside of the Mediation any information or communications disclosed by the Parties in the course of the Mediation. No Party may rely on or introduce as evidence in any arbitral, judicial or other proceeding, evidence attained through the mediation, including but not limited to: (A) views expressed or suggestions made by a party with respect to a possible settlement of the disputes; (B) the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the Mediator, (C) proposals made or views expressed by the Mediator; (D) statements or admissions made by a party in the course of the Mediation; and (E) documents prepared for the purpose of, in the course of, or

pursuant to the Mediation. Without limiting the foregoing, the parties are bound by (i) Federal Rule of Evidence 408, (ii) Local Rule 16.4.I of the Local Rules of the United States District Court for the Southern District of Texas, and (iii) any applicable federal or state statute, rule, common law or judicial precedent relating to the privileged nature of settlement discussions, mediations or other alternative dispute resolution procedures. Information otherwise discoverable or admissible in evidence does not become exempt from discovery, or inadmissible in evidence, merely by being used by a Party in the Mediation.

4. The Mediator may not be compelled to disclose to the Court or to any person outside the Mediation any of the records, reports, summaries, notes, communications or other documents received or made by the Mediator while serving in such capacity. The Mediator may not testify or be compelled to testify regarding the Mediation in connection with any arbitral, judicial or other proceeding. The Mediator will not be a necessary party in any proceedings relating to the Mediation. Nothing contained in this paragraph prevents the Mediator from reporting the status of the mediation effort to the Court.

5. This Stipulation contains the entire agreement between the Parties and its subject matter and supersedes any and all prior agreements and undertakings between the Parties relating thereto.

6. This Stipulation may not be modified other than by a signed writing executed by the Parties.

7. Each person who executes the Stipulation represents that he or she is duly authorized to do so on behalf of the respective Party and that each party has full knowledge and has consented to the Stipulation.

8. The Stipulation may be executed in counterparts, each of which will be deemed an original but all of which together constitute one and the same instrument, and it constitutes sufficient proof of the Stipulation to present any copy, copies, or faxes signed by the Parties to be charged.

9. The Stipulation shall be binding upon the Parties' successors, agents, assigns (including bankruptcy trustees and estate representatives), and any parent, subsidiary or affiliated entity of the Parties.

10. The Parties agree that the Court retains jurisdiction with respect to all matters arising from or related to the implementation of the Stipulation, and the Parties hereby consent to such jurisdiction to resolve any disputes or controversies arising from or related to the Stipulation.

STIPULATED AND AGREED TO BY:

/s/ James T. Grogan

PAUL HASTINGS LLP

James T. Grogan III
(TX Bar No. 24027354)
Avram E. Luft
(Admitted *Pro Hac Vice*)
Broocks 'Mack' Wilson
(TX Bar No. 24102655)
600 Travis Street, Fifty-Eighth Floor
Houston, Texas 77002
Telephone: (713) 860-7300
Facsimile: (713) 353-3100
Email: jamesgrogan@paulhastings.com

/s/ Brian C. Mitchell

REED SMITH LLP

Keith M. Aurzada
(TX Bar No. 24009980)
Michael P. Cooley
(TX Bar No. 24034388)
Brian C. Mitchell
(TX Bar No. 24046452)
2850 N. Harwood Street, Suite 1500
Dallas, Texas 75201
Telephone: (469) 680-4200
Facsimile: (469) 680-4299
Email: kaurzada@reedsmith.com

aviluft@paulhastings.com
mackwilson@paulhastings.com

mpcooley@reedsmith.com
bmitchell@reedsmith.com

*Counsel to Plaintiff Grizzly Operating
LLC, f/k/a Vanguard Operating LLC*

*Counsel for Defendants Campbell
County Board of Commissioners,
Carbon County Treasurer, Johnson
County Treasurer, Natrona County
Treasurer, Park County Treasurer,
Sublette County Treasurer, and
Sweetwater County Treasurer*